

DECISION RECORD
AND
FINDING OF NO SIGNIFICANT IMPACT

SOUTHERN SOUTHEAST REGIONAL AQUACULTURE ASSOCIATION, INC.
RECREATION AND PUBLIC PURPOSE LEASE
FOR SALMON HATCHERY

I. Decision:

It is my decision to authorize a Recreation and Public Purpose (R&PP) lease to Southern Southeast Regional Aquaculture Association, Inc., (SSRAA) to continue the operation and maintenance of the existing non-profit salmon hatchery and related facilities. The hatchery is located near Herring Bay about eight miles south of Ketchikan within Lot 106, of U.S. Survey No. 3385, in Section 35, T. 75 S., R. 91 E., Copper River Meridian, Alaska (see the attached map). The facility contains approximately 3.10 acres of land.

Stipulation Numbers 1, 2, 3, 5, 6, 7, 8, 9, 10, 14, 16, 17, 18, 19, 20, 21, 22, and 23 from the original lease (Attachment A) will also apply to this lease. New stipulations will be attached as Attachment B.

II. Rationale for the Decision:

The R&PP lease is necessary for SSRAA to continue the operation of the salmon hatchery and related facilities. The fish hatchery serves as a production and central incubation facility. The hatchery is used for propagation of chum, coho, and chinook salmon. A portion of the coho and chinook salmon smolts are released from the hatchery directly in Herring Bay. Salmon produced by the hatchery are available for harvest by commercial, sport, subsistence users, and used to brood salmon eggs for future releases. The hatchery produces annually 1.8 million cohos, 1.0 million chinooks, and 26 million chums.

SSRAA has received concurrence for this Proposed Action from the Ketchikan Public Utilities on behalf of the Federal Energy Regulatory Commission (FERC) for Water and Land Use agreement.

No land use plan exists for this area. However, the environmental analysis assesses the impacts of the Proposed Action and provides a basis for a decision on the proposal [(43 CFR 1610.8(b)(1)].

The decision to authorize the Proposed Action on Lot 106, does not result in any undue or unnecessary environmental degradation.

III. Finding of No Significant Impact:

Based on the analysis of potential environmental impacts contained in the attached environmental assessment, I have determined that the impacts are not expected to be significant and an environmental impact statement is not required.

IV. ANILCA Section 810 Compliance:

No significant restrictions of subsistence uses under Section 810 of ANILCA have been found.

V. Adverse Energy Impact Compliance

This action has been analyzed as required by Washington Office Instruction Memorandum 2002-053 to determine if it will cause an adverse impact on energy development. The action will not have an adverse direct or indirect impact on energy development, production or distribution. The preparation of a Statement of Adverse Energy Impact is not required.

/s/ June Bailey for
Peter J. Ditton
Anchorage Field Manager

August 26, 2002
Date

3 Attachments

- 1-AK-040-02-EA-035
- 2-Stipulations (Attachment A and B)
- 3-Map

ORIGINAL STIPULATIONS

1. This lease is subject to all valid existing rights in and to the land described.
2. The lessee is required to pay the lease fee annually in advance. Until a new appraisal has been completed the annual rent has been appraised at **\$487.50**.
3. The lease may be issued for the full acreage requested, however, the lease is not to be exclusive and other reasonable and compatible uses may be authorized on unused portions of the land.
5. SSRAA must submit a development plan and such plan must be approved by BLM prior to construction. As a minimum, it shall include access, clearing limits, location of improvements, staging areas, design and rehabilitation or landscaping.
6. No option to purchase shall be included or inferred by the lessee since the lease is subordinate to the production of hydroelectric power by Ketchikan Public Utilities.
7. The proposed hatchery use is subordinate to the proposed hydroelectric development and must be compatible with such use. Compatibility should be designed into the project to avoid future problems. This would include such factors as placement of the pipe close to the bank so that a second pipe could be accommodated more easily and the placement of the hatchery facilities so that water could be taken after it provided energy for a hydroelectric development and still circulate through the hatchery by gravity flow.
8. The lessee shall not sublease or transfer the property described in this instrument without written approval of the Authorized Officer.
9. The lessee shall mark and protect all survey monuments within or near the lease area against destruction, obliteration, or damage during the life of this lease.
10. Prior to construction and at all times thereafter the lessee shall make available proper sanitary facilities for the disposal of human waste.
14. Toxic material or sediments shall not be released into Herring Bay in such concentrations as would exceed acceptable water standards. This must be in accordance with the "Alaska State Plan Water Quality Standards for Interstate Waters within the State of Alaska," as revised.
16. The land must be examined and clearance given by a qualified archeologist prior to construction activities that would destroy archeological or historical values.

17. The lessee must immediately bring to the attention of the Authorizing Officer any paleontological or cultural (prehistoric, historic or contemporary esoteric) resources discovered in the course of actions authorized under this lease and shall leave such discoveries intact until told to proceed by the Authorizing Officer.
18. The lease shall be subject to inspection at any reasonable time by BLM. Failure to develop in accordance with the plan of operation or use of the land for purposes other than a hatchery without the written permission by BLM may subject the lease to cancellation.
19. The lessee shall permit public access to and upon the lease area for all lawful and proper purposes excepting areas required to be closed for public safety or with the consent of the Authorizing Officer.
20. The lessee shall indemnify the United States against any liability for injury to life or person or for damage to property arising from or connected with any use or occupancy under this lease.
21. This lease may be cancelled, 30 days from receipt of notice from the Authorized Officer, if the lessee fails to comply with the terms and conditions of this lease.
22. Upon termination or cancellation of this lease, or upon abandonment of use by the lessee, all structures, improvements and facilities relative to this project shall be removed and the area rehabilitated to the satisfaction of the Authorized Officer, if so requested.
23. The United States, its permittees, lessees, or licensees, shall not be responsible or held liable or incur any liability for the damage, destruction or loss of any land, crops, facility installed or erected, income, or other property or investments resulting from the use of such lands or portions thereof for power development at any time where such power development is made by or under the authority of the United States. Further, in the event the reserved land is required for hydroelectric development, any structures or improvements placed thereon found to interfere with such development shall be removed or relocated as necessary to eliminate such interference at no cost to the United States, its permittees or licensees.

SPECIAL STIPULATIONS

1. Chemicals must be stored according to the Environmental Protection Agency's (EPA) and the State of Alaska, Department of Environmental Conservation's (DEC) regulations. Proper containment, storage and disposal of the fish chemical by-products on-site should be handled and disposed of based upon OSHA standards.